

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re:	)	
	)	
Christina and Jeffrey Tice	)	
	)	Case No. 15-10231
Debtor(s).	)	Hearing Date:
	)	Hearing Time:
	)	Hearing Location: Cape Girardeau

CHAPTER 13 PLAN

**PAYMENTS.** Debtor is to pay to the Chapter 13 Trustee the sum of the following amounts: (complete one of the following payment options)

\$720.00 per month for 60 months.

In addition, Debtor shall pay to the Trustee, and the plan base shall be increased by the following:

(1) Tax Refund. Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit and Additional Child Tax Credit (Line 65 of Form 1040 or Line 39 of Form 1040A), each year. (2) Employee Bonuses. Debtor shall send fifty percent of any employee bonus or other distribution paid or payable to Debtor during the term of the plan. (3) Additional Lump Sums. Debtor shall send additional lump sums(s) consisting of \_\_\_\_\_, if any, to be paid to the Trustee.

**DISBURSEMENTS.** Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee to be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 5 and fees in paragraph 6, those funds shall be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:

1. Trustee and Court Fees. Pay Trustee a percentage fee as allowed by law and pay filing fees if the Court enters an order providing for filing fees to be paid in the Chapter 13 plan.

2. Executory Contract/Lease Arrearages. Trustee to cure pre-petition arrearage on any executory contract accepted in paragraphs 3(A or B) over the following period, estimated as follows:

CREDITOR NAME

TOTAL AMOUNT DUE

CURE PERIOD

## 3. Pay sub-paragraphs concurrently:

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
White Oak Holding	\$650.00	Debtor

(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
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(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate other than Debtor's residence )** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph \_\_\_\_ below.

CREDITOR NAME	MONTHLY PAYMENT
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(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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Wells Fargo	\$788.00	Debtor
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(E) **DSO Claims in equal installments.** Pay any pre-petition domestic support obligation arrears (not provided for elsewhere in this plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
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4. **Attorney Fees.** Pay Debtor's attorney **\$1,500.00** in equal monthly payments over **12** months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below. [See the Local Rules for limitations on use of this paragraph]

## 5. Pay sub-paragraphs concurrently:

(A) **Pre-petition arrears on secured claims paid in paragraph 3.** Pay pre-petition arrearage on debts paid under paragraphs 3 (C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
Wells Fargo	\$3,500	48 months	0%

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 4.75% interest.

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/ INTEREST
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(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 4.75% interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 9 (A), estimated as set forth below:

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/ INTEREST
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Ford Motor Credit	\$29,000	\$22,525	60 months	\$25,350
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Ford Motor Credit	\$20,000	\$6,000	60 months	\$6,753
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(D) **Co-debtor guaranteed debt paid in equal monthly installments.** The following co-debtor guaranteed claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period set forth below and with interest as identified below.

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
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(E) Pay any post-petition fees and costs as identified in a notice filed per Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

6. Pay **\$2,000.00** of debtor's attorney's fees and any additional attorney fees allowed by the Court.

7. Pay sub-paragraphs concurrently:

(A) **Unsecured Co-debtor guaranteed claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below.

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
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(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to § 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s).

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE (100% or lesser dollar amount enumerated here)
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8. **Priority Claims.** Pay the following priority claims allowed under 11U.S.C. section 507 in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
City of Perryville	\$658.11
Perry County Collector	\$1,472.55

9. Pay the following sub-paragraphs concurrently:

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$ 33,547.80. Amount required to be paid to non-priority unsecured creditors as determined by 1325(a)(4) hypothetical Chapter 7 liquidation calculation: \$0.00. Amount required to be paid to non-priority unsecured creditors as determined by 1325(b) calculation: \$0.00. Debtor guarantees a minimum of 0.00 (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s) with any deficiency paid as non-priority unsecured debt:

CREDITOR	COLLATERAL
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(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance to be paid as non-priority unsecured debt.:

CREDITOR	CONTRACT/LEASE
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10. Other:

11. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.

12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such Claimant.

13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily. Within fourteen days of filing federal and state income tax returns. Debtor shall provide a copy of each return to the Chapter 13 Trustee.

14. Any post-petition claims filed and allowed under 11 U.S.C. section 1305 may be paid through the plan.

CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326(a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR. THE TRUSTEE, IN HIS SOLE DISCRETION, MAY DETERMINE TO RESERVE FUNDS FOR PAYMENT TO ANY CREDITOR SECURED BY A MORTGAGE ON REAL ESTATE PENDING FILING OF A CLAIM.

DATE: 03/31/2015

DEBTOR: /s/Christina Tice

DATE: 03/31/2015

DEBTOR: /s/Jeffrey Tice

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that the above Chapter 13 Plan was served this 31st day of March, 2015, electronically via CM/ECF or by depositing same in the U. S. Mail, postage pre-paid, addressed to:

AFCO Insurance [c/o Murphey Lohmann & Associates] 2860 S. River Rd, Ste 200 | Des Plaines, IL 60018-6007  
 AFNI, Inc. [PO Box 3097] | Bloomington, IL 61702-3097  
 AT&T [PO Box 6463] | Carol Stream, IL 60197-6463  
 AT&T [PO Box 650553] | Dallas, TX 75265-0553  
 Account Resolution [PO Box 3860] | Chesterfield, MO 63006-3860  
 Advance America [2015 Jefferson St., 10] | Perryville, MO 63775-9304  
 Allied Interstate [3000 Corporate Exchange Dr., 5th Floor] | Columbus, OH 43231-7723  
 Balsman Insurance Company [PO Box 303] | Perryville, MO 63775-0303  
 Bayside Capital [2316 Delaware, #112] | Buffalo, NY 14216-2606  
 Berland Imaging, Inc. [PO Box 790379] | Saint Louis, MO 63179-0379  
 Best Buy [PO Box 6497] | Sioux Falls, SD 57117-6497  
 Best Buy [PO Box 790443] | Saint Louis, MO 63179-0443  
 Capital One [PO Box 30253] | Salt Lake City, UT 84130-0253  
 Cash Depot [105 Perry Plaza] | Perryville, MO 63775-1297  
 City of Perryville [215 N. West Street] | Perryville, MO 63775-1327  
 Consumer Adjustment [12855 Tesson Ferry Rd.] | Saint Louis, MO 63128-2911  
 Credit Bureau Service [2147 William St.] | Cape Girardeau, MO 63703-5817  
 Credit One Bank [PO Box 60500] | City of Industry, CA 91716-0500  
 DIRECTV LLC [ATTN BANKRUPTCIES] [PO BOX 6550] | GREENWOOD VILLAGE CO 80155-6550  
 Federal Loan Servicing Credit [PO Box 60610] | Harrisburg, PA 17106-0610  
 Fingerhut [6250 Ridgewood Rd.] | Saint Cloud, MN 56303-0820  
 Ford Motor Credit [PO Box 152271] | Irving, TX 75015-2271  
 Global Credit [5440 N. Cumberland, Suite 300] | Chicago, IL 60656-1486  
 Grissom Services [2333 Grissom, Suite 103] | Saint Louis, MO 63146-3322  
 Hutchison - Dentist [212 S. West St] | Perryville, MO 63775  
 JP Penney/ Synchrony Bank [PO Box 965007] | Orlando, FL 32896-5007  
 Joseph Williams [4170 State Rd 146 W] | Jonesboro, IL 62952-2101  
 Loyal Loans [212 Progress Drive Unit 40] | Perryville, MO 63775-1209  
 MOHELA [633 Spirit Dr.] | Chesterfield, MO 63005-1243  
 Memorial Hospital [1900 State Street] | Chester, IL 62233-1116  
 Metropolitan Orthopedics [PO Box 790379] | Saint Louis, MO 63179-0379  
 Northland Group, Inc. [PO Box 390846] | Minneapolis, MN 55439-0846  
 Office of US Trustee [111 S Tenth St, Ste 6.353] | St. Louis, MO 63102-1127  
 Omega RMS, LLC [PO Box 801688] | Kansas City, MO 64180-1688  
 Paypal Credit [PO Box 5138] | Lutherville Timonium, MD 21094-5138  
 Perry County Collector [321 N Main Street] | Perryville, MO 63775-1372  
 Perry County Counseling Center [12 N Kingshighway, Ste 101] | Perryville, MO 63775-1367  
 Perry County Memorial Hospital [434 North West St.] | Perryville, MO 63775-1398  
 PORTFOLIO RECOVERY ASSOCIATES LLC [PO BOX 41067] | NORFOLK VA 23541-1067  
 Quick Cash [212 N. Progress, Suite 30] | Perryville, MO 63775-1209  
 Quik Cash [212 N. Progress Drive, Ste 30] | Perryville, MO 63775-1209  
 Rick Miller [PO Box 651] | North Tonawanda, NY 14120-0651  
 SLU Care [3691 Rutger St] | Saint Louis, MO 63110-2515  
 Security Finance Corp. [1109 N. Perryville Blvd.] | Perryville, MO 63775-1260  
 Springleaf Financial [2820 E. Jackson Blvd., Ste B] | Jackson, MO 63755-2948  
 Sun Loan [1020 N. Kingshighway, Ste. F] | Cape Girardeau, MO 63701-3500  
 Sunrise Credit [206 Airport Plaza] | Farmingdale, NY 11735-3946  
 Tittle Cash [1605 S. Perryville Blvd.] | Perryville, MO 63775-2896  
 Trident Asset Management [53 Perimeter Center, Suite 440] | Atlanta, GA 30346-2287  
 United Consumer Financial [865 Bassett] | Westlake, OH 44145-1194  
 Vivent [PO Box 801688] | Kansas City, MO 64180-1688  
 Vivint [4931 North 300 West] | Provo, UT 84604-5816  
 Walnut [PO Box 965022] | Orlando, FL 32896-5022  
 Weidnank - Portfolio Recovery [PO Box 12914] | Norfolk, VA 23541-0914  
 Wells Fargo Home Mortgage [PO Box 6423] | Carol Stream, IL 60197-6423  
 White Oak Holding [PO Box 493] | Republic, MO 65738-0493  
 World Finance [1418 W. St Joseph St, #130] | Perryville, MO 63775-1678  
 Zounds Music [8 Thorton Road] | Oakland, NJ 07436-3116  
 John V. LaBarge Jr [Chapter 13 Trustee] [P.O. Box 430908] | St. Louis, MO 63143-0908

/s/ Heather J. Greable